



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL**

**AMENDMENT NO. 003  
RFP NO. B1Z05059  
TITLE: Video Surveillance Security System  
ISSUE DATE: 11/03/04**

**REQ NO.: NR 812 20802005091  
BUYER: Cale Turner  
PHONE NO.: (573) 526-2716  
E-MAIL: cale.turner@oa.mo.gov**

**RETURN PROPOSAL NO LATER THAN: 11/12/04 AT 2:00 PM**

**MAILING INSTRUCTIONS:** Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

**RETURN PROPOSAL AND AMENDMENT(S) TO:**

**DPMM  
P O BOX 809  
JEFFERSON CITY MO 65102-0809**

**or**

**DPMM  
301 WEST HIGH ST, RM 630  
JEFFERSON CITY MO 65101**

**CONTRACT PERIOD: Date of Award through One Year**

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

**Missouri National Guard (MONG) & State Emergency Management Agency (SEMA)  
Ike Skelton Training Site (ISTS)  
2302 Militia Drive  
Jefferson City, Missouri 65101**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.		E-MAIL ADDRESS

**NOTICE OF AWARD (STATE USE ONLY)**

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:					
CONTRACT NO.		VENDOR NO.		CONTRACT PERIOD	
BUYER		DATE		DIRECTOR	

**AMENDMENT #003 TO IFB B1Z05059****TITLE: Video Surveillance Security System**

Prospective offerors are hereby notified of the following changes and clarifications:

- 1) Closing Date:  
As Stated: Return proposal no later than: 11/5/04 at 2:00 p.m.  
Change To: Return proposal no later than: 11/12/04 at 2:00 p.m.
- 2) A subsequent amendment shall be forthcoming.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL

AMENDMENT NO. 002  
RFP NO. B1Z05059  
TITLE: Video Surveillance Security System  
ISSUE DATE: 10/22/04

REQ NO.: NR 812 20802005091  
BUYER: Cale Turner  
PHONE NO.: (573) 526-2716  
E-MAIL: [cale.turner@oa.mo.gov](mailto:cale.turner@oa.mo.gov)

REVISED BY AMENDMENT #003

RETURN PROPOSAL NO LATER THAN: 11/12/04 AT 2:00 PM

**MAILING INSTRUCTIONS:** Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

**RETURN PROPOSAL AND AMENDMENT(S) TO:**

DPMM  
P O BOX 809  
JEFFERSON CITY MO 65102-0809

or

DPMM  
301 WEST HIGH ST, RM 630  
JEFFERSON CITY MO 65101

**CONTRACT PERIOD:** Date of Award through One Year

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

Missouri National Guard (MONG) & State Emergency Management Agency (SEMA)  
Ike Skelton Training Site (ISTS)  
2302 Militia Drive  
Jefferson City, Missouri 65101

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MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.		E-MAIL ADDRESS

**NOTICE OF AWARD (STATE USE ONLY)**

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:					
CONTRACT NO.		VENDOR NO.		CONTRACT PERIOD	
BUYER		DATE		DIRECTOR	

**AMENDMENT #002 TO IFB B1Z05059****TITLE: Video Surveillance Security System**

Prospective offerors are hereby notified of the following changes and clarifications:

- 1) Closing Date:  
As Stated: Return proposal no later than: 10/25/04 at 2:00 p.m.  
Change To: Return proposal no later than: 11/5/04 at 2:00 p.m.
- 2) A subsequent amendment shall be forthcoming.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL

AMENDMENT NO. 001  
RFP NO. B1Z05059  
TITLE: Video Surveillance Security System  
ISSUE DATE: 10/20/04

REQ NO.: NR 812 20802005091  
BUYER: Cale Turner  
PHONE NO.: (573) 526-2716  
E-MAIL: cale.turner@oa.mo.gov

REVISED BY AMENDMENT #003

RETURN PROPOSAL NO LATER THAN: 11/12/04 AT 2:00 PM

**MAILING INSTRUCTIONS:** Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

**RETURN PROPOSAL AND AMENDMENT(S) TO:**

DPMM  
P O BOX 809  
JEFFERSON CITY MO 65102-0809

or

DPMM  
301 WEST HIGH ST, RM 630  
JEFFERSON CITY MO 65101

**CONTRACT PERIOD:** Date of Award through One Year

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

**Missouri National Guard (MONG) & State Emergency Management Agency (SEMA)  
Ike Skelton Training Site (ISTS)  
2302 Militia Drive  
Jefferson City, Missouri 65101**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

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ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:					
CONTRACT NO.		VENDOR NO.		CONTRACT PERIOD	
BUYER		DATE		DIRECTOR	

**AMENDMENT #001 TO IFB B1Z05059****TITLE: Video Surveillance Security System**

Prospective offerors are hereby notified of the following changes and clarifications:

- 1) Closing Date:  
As Stated: Return proposal no later than: 10/21/04 at 2:00 p.m.  
Change To: Return proposal no later than: 10/25/04 at 2:00 p.m.
- 2) Paragraphs 3.6.1 c., 3.11.6, 3.12.1, 3.13.2, 4.8.1, 4.11.1, 4.12.1 and 4.12.2 have been REVISED.
- 3) Paragraphs 3.1.2, 3.1.3, 3.2.2 f. 12), 3.2.2 f. 13), 3.5.5 s., 3.12.1 a., 3.12.2, 4.1.2, 4.1.3, 4.5.5 s. , 4.11.1 a., 4.11.2, 5.12.1, 5.12.2, 5.12.3, 5.13.1 and 5.13.2 have been ADDED.
- 4) Paragraphs 3.9.8, 4.8.8, 5.11.2, 5.11.3 and 5.11.4 have been DELETED.
- 5) Attachment 1 has been revised.

The questions listed below are questions asked by potential offerors. The questions were reviewed and responses are designed to assist the offeror in the development of their proposal response. In the event of a conflict between the responses provided below and the language of the RFP, the RFP shall govern.

**Q#1:** Are there any color codes for wiring or conduit for installation?

**A#1: Color coding shall be per accepted electrical standards for this type of work.**

**Q#2:** Will there be any storage for contractor equipment and staging area/room while on-site for installation?

**A#2: MONG and SEMA will provide storage/staging area for contractor equipment although final liability of equipment rests with the contractor.**



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BUYER	DATE	DIRECTOR

## **1. INTRODUCTION**

### **1.1 Purpose:**

- 1.1.1 This document constitutes a request for competitive, sealed proposals to establish a contract for the purchase and installation of a video surveillance security system (hardware and software) for the Missouri National Guard (MONG) and State Emergency Management Agency (SEMA) located in the Ike Skelton Training Site in Jefferson City, Missouri in accordance with the requirements and provisions stated herein. Hereinafter the MONG and SEMA may be referred to as the state agency.
- 1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Introduction and General Information
  - 2) General Contractual Requirements
  - 3) Missouri National Guard System Technical Requirements
  - 4) State Emergency Management Agency (SEMA) System Technical Requirements
  - 5) Proposal Submission Information
  - 6) Pricing Page(s)
  - 7) Exhibits A - B
  - 8) Attachment 1: The offeror is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain each of the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachments.
  - 9) Terms and Conditions

### **1.2 Background Information:**

- 1.2.1 The Missouri National Guard and the State Emergency Management Agency are both located at the Ike Skelton Training Site (ISTS) at 2302 Militia Drive in Jefferson City, Missouri. In order to better meet the security needs of these agencies, both agencies are desiring to purchase and install a video surveillance security system which includes cameras, software, installation, training and maintenance. This system will be used by both agencies to monitor activities within their building. Pursuant to Sections 3 and 4 of the Technical Requirements herein, each of the agencies' specific system requirements are identified separately to clarify their specific needs which the contractor must fulfill. It is anticipated that the total system should include approximately sixty (60) cameras. This includes both interior and exterior cameras.
- 1.2.2 This RFP is the rebid of IFB B1E05014 which was cancelled.

## **2. GENERAL CONTRACTUAL REQUIREMENTS**

### **2.1 Contract:**

- 2.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **2.2 Contract Period:**

- 2.2.1 The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

## **2.3 Price:**

- 2.3.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

## **2.4 Other Agencies May Order:**

- 2.4.1 The state reserves the right to allow other state agencies to order from the contract, providing prior approval of the Division of Purchasing and Materials Management is obtained.

## **2.5 Contractor Liability:**

- 2.5.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
  - b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

## **2.6 Subcontractors:**

- 2.6.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

**2.7 Insurance:**

- 2.7.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

**2.8 Coordination:**

- 2.8.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

**2.9 Payment Terms:**

- 2.9.1 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the RFP, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.state.mo.us/STATUTES/STATUTES.HTM>.
- 2.9.2 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

**2.10 Prevailing Wage Requirements:**

- 2.10.1 The contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. 11 Dated July 1, 2004 for Cole County. The prevailing wage rates incorporated as a part of this document by the referenced

annual wage order(s) shall remain in effect for the duration of the contract, including renewal option periods, if any.

- a. The contractor shall forfeit to the state agency ten dollars (\$10.00) for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (Section 290.250 RSMo).
- b. In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in Section 290.210 through 290.340, RSMo and is advised to review the requirements carefully prior to beginning work. In addition, in the event a period of “excessive unemployment” is identified and announced by the Missouri Department of Labor and Industrial Relations, the contractor must assign personnel to provide services who meet the definition of “Missouri laborers” as defined in Chapter 290.550 RSMo.
- c. The above-stated prevailing wage requirements shall also apply to all subcontractors employed by the contractor to perform services under the contract.

## **2.11 Surety Bond:**

- 2.11.1 The contractor must furnish a bond guaranteeing payment of all labor, suppliers and subcontractors providing equipment and/or services to the contractor as a part of the contract in accordance with the requirements of RSMo Section 107.170. The surety bond must be provided in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile shall be acceptable) to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The bond must be made payable to the State of Missouri in an amount equal to the total cost of all equipment, supplies and services provided by all suppliers and subcontractors to the contractor in fulfilling the requirements of the contract, and for all labor performed in such work whether by subcontractor or otherwise. The contract number and contract period must be specified in the bond. In the event the Division of Purchasing and Materials Management exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal.

## **2.12 Termination:**

- 2.12.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

## **3. MISSOURI NATIONAL GUARD SYSTEM TECHNICAL REQUIREMENTS**

### **3.1 Overview:**

- 3.1.1 The contractor's work shall include installation and maintenance of an end-to-end Internet Protocol (IP) addressable video surveillance solution that provides the capability of connection to access State of Missouri monitoring control systems within the Ike Skelton Training Site. Connection to the State of Missouri data network system shall be required. The contractor shall provide coverage to interior areas as well as designated exterior areas indicated on the plans (Attachment 1).

**PARAGRAPH 3.1.2 HAS BEEN ADDED BY AMENDMENT #001.**

- 3.1.2 The contractor and MONG shall conduct a construction/implementation meeting on site before any work is performed on each building to fully discuss the requirements of each building.

**PARAGRAPH 3.1.3 HAS BEEN ADDED BY AMENDMENT #001.**

- 3.1.3 The contractor shall install and provide a fully digital system in which a digital camera transmits the digitized video signal to a LAN switch and into a video server. Recording to a tape, etc... shall not be acceptable.

**3.2 Video Surveillance System:**

- 3.2.1 The system shall monitor selected interior and exterior areas at all times and shall visually monitor designated areas as indicated on the attachments.
- 3.2.2 The contractor's system shall have the following functional capabilities:

- a. Switch any assigned camera in the system to any monitor in the system.
- b. Provide partitioning of cameras.
- c. Cameras shall be equipped with environmental housings.
- d. Provide fused low-voltage power for control of heater and blower.
- e. Adjust and balance cameras via software from network accessed workstations authorized to access the video surveillance system.
- f. At a minimum, the cameras shall have the following adjustments:
  - 1) Iris
  - 2) Shutter
  - 3) Zoom
  - 4) Focus
  - 5) Gain
  - 6) Hue
  - 7) Backlight Compensation
  - 8) Color Saturation
  - 9) Brightness
  - 10) Aperture
  - 11) Contrast

**PARAGRAPH 3.2.2 f. 12) HAS BEEN ADDED BY AMENDMENT #001.**

- 12) Pan

**PARAGRAPH 3.2.2 f. 13) HAS BEEN ADDED BY AMENDMENT #001.**

- 13) Tilt

- g. Enter and edit video information online and save for future use.
- h. Ability to view multiple monitors at once.
- i. Define the sequence for viewing camera(s) on each monitor.
- j. Bypass cameras in the system during sequencing to a monitor.
- k. Provide the capability to program alarms and associated incoming alarms with related outputs.
- l. Bypass alarms in the system, either by position or time deactivation.
- m. Provide time/date and alphanumeric camera titling.

- n. Provide real time system status in the master controller.
- o. Provide IP addresses coordinated with the telecommunications department.
- p. Presets can be recalled.
- q. Record alarmed and monitored camera-viewing areas.
- r. Allow cameras to be set for motion detection modes.
- s. Provide the capability to send video streams back to viewing station at a variety of different frame rates.
- t. Provide end-user the ability to view and record video at different frame rates.
- u. Adjust the compression ratio on each video stream for frame rate optimization for enhanced video quality at the end-user's discretion.

### **3.3 Development of Graphical User Interface (GUI) and software control:**

- 3.3.1 Control and configuration must allow for integration of components and operation into one complete system. Cameras and software components within the system must be from the same manufacturer or state agency approved compatible equivalent.

### **3.4 General Equipment:**

- 3.4.1 The contractor's equipment temperature limits: -30 to 100 degrees Fahrenheit.
- 3.4.2 The contractor's Cisco equipment provided shall support multicast IP traffic and use IGMP version 2 traffic control protocol. Cisco switches included in this proposal shall support CGMP (Cisco Gateway Multicast Protocol). CGMP is a hybrid version of the IGMP protocol.)
- 3.4.3 The contractor's equipment provided shall be in NEMA 4 certified enclosures.

### **3.5 Building Surveillance Cameras:**

- 3.5.1 The cameras' environmental housing power supply shall consist of the following:
- a. Provide for powering of camera environmental housings.
  - b. Power supplies mounted in telephone closets.
  - c. Route cable from camera to within 360' of nearest power supply unit.
  - d. Output: 24VAC with sufficient amp capacity for control of cameras and housings associated to each circuit.
- 3.5.2 Multicast video: The cameras shall stream directly to workstations and browsers. No rebroadcaster shall be required.
- 3.5.3 Support for in-line power shall be provided via CAT5 and 12 VDC local.
- 3.5.4 Simultaneous encoding of video shall allow for the following three digital video streams:
- a. 704 x 480 JPEG (2 fps to 10 fps)
  - b. 176 x 112 MPEG-1 (30 fps, 10 kbps) Low-resolution full motion video.
  - c. 352 x 240 MPEG-1 (30 fps, 900 kbps) High-resolution full motion video.
- 3.5.5 The contractor's building surveillance cameras shall meet the following requirements:
- a. Industry standard compression formats – JPEG and MPEG.
  - b. Dual core Power PC Processor at each camera.
  - c. Motion detection at each camera.
  - d. Integrated 18x motorized zoom
  - e. Variable focus (4.1 to 73.8mm)

- f. Auto iris control
- g. Static or dynamic IP addressing
- h. LED indicators for status reporting
- i. 10/100 Ethernet interface – IEEE 802.3, 802.3U, 802.3i
- j. Three expansion slots for option cards
- k. Capable of supporting inbound triggers (door strikes, wireless panic devices) and outbound triggers (guard pushing a button to open a door).
- l. Archive video only when motion is detected.
- m. Archiving of full motion MPEG-1 and/or JPEG images provided.
- n. Viewing of full motion at variable speeds including 30 frames per second on all monitor stations.
- o. Remote viewing of video from unlimited locations.
- p. Capable of scaling to an unlimited number of cameras.
- q. Color and Monochrome viewing with color viewing down to 1.5 lux and monochrome down to 0.1 lux.
- r. Supported wireless viewing stations.

**PARAGRAPH 3.5.5 s. HAS BEEN ADDED BY AMENDMENT #001.**

- s. Exterior cameras shall pan, tilt and zoom. Interior cameras shall be in a fixed position.

### **3.6 Building Surveillance Outdoor Environmental Camera Housing:**

3.6.1 The contractor's camera housing shall meet the following requirements:

- a. Weather resistance Nema (nationally recognized electrical standard) S4X rated enclosure construction of aluminum bracket, acrylic and UV stable plastic.
- b. Internal dimensions of the housing shall accommodate camera, lens and serving cables.

**PARAGRAPH 3.6.1 c. HAS BEEN REVISED BY AMENDMENT #001.**

- c. Provide a thermostatic controlled blower and heater in the camera housing. Power for blower/heater shall require local sourced power.
- d. Provide UV protection rating UL flame rating of 94V0.
- e. Provide weatherizing mounting as required for network cable entry and connection to maintain network 5E classification.

### **3.7 Power Over LAN Cisco PPoE Switch:**

3.7.1 The contractor shall provide hub for providing camera power via the network cabling system.

3.7.2 The contractor shall provide a minimum of six ports per switch.

3.7.3 The contractor shall provide a minimum of one spare port per switch.

3.7.4 The contractor shall provide rack mounting, shelf or kit for the power over the LAN Cisco PPoE switch.

### **3.8 Camera Control System:**

3.8.1 The contractor shall provide all necessary software modules. The state agency has identified the following manufacturers of acceptable software modules (this list is not inclusive; other modules may be reviewed pursuant to the best interests of the State of Missouri and if time is available):

- a. E-Watch

- b. View Watch
- c. Event Watch
- d. Decision Watch
- e. Gate Watch
- f. Reports

### **3.9 Video Compression and Recording:**

- 3.9.1 The contractor's digital video system shall record to a removable hard drive. The drive shall be housed and secured in place with a key locking mechanism. Systems recording to DVD RAM, "fixed" hard drives or digital tapes shall not be acceptable.
- 3.9.2 The contractor's system shall be capable of recording an MPEG format and must be capable of being played on any PC running Windows XP with Media Player or Real Player, with no additional code or plug-ins needed. No conversion from the original recorded format used shall be required or allowed to transmit or play segments on Media Player. (If video is recorded as an MPEG1 file, the video MUST be exported as an MPEG1 file.)
- 3.9.3 Every video stream shall be recorded at variable speeds including 30 frames per second and each frame shall contain 352H x 240W pixels (for MPEG1). The system shall record in real time.
- 3.9.4 The record times achievable on the removable hard drive for the video compression format shall be a minimum of 60 hours. (Based on a 40GB hard drive).
- 3.9.5 The contractor shall provide a hard drive with dimensions that shall not exceed 7.90 cm x 2.0 cm x 14.4 cm (w/h/d) (including removal handle).
- 3.9.6 The hard drive must be "hot swappable." "External" or "attached" (drives connected to the system through a firewall or USB port located on the exterior of the recording unit) hard drive systems shall not be acceptable.
- 3.9.7 The digital recorder shall have an OPERATING temperature range of 7°F to 140°F (-10°C - 60°C).

<b>PARAGRAPH 3.9.8 HAS BEEN DELETED BY AMENDMENT #001.</b>
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3.9.8 DELETED.

- 3.9.9 The digital recorder must have the option of uploading recorded videos by all of the three following methods: Removable hard drive, wired Ethernet or wireless transmission (802.11a,b,g). Systems not capable of ALL THREE upload solutions (removable hard drive, wired Ethernet and wireless) shall not be acceptable. Systems that are "pre-production" or "testing" upload solutions shall not be acceptable.
- 3.9.10 Storage shall be High Resolution JPEG, SIF MPEG, or QSIF MPEG, or any combination

### **3.10 Digital Video Management Software:**

- 3.10.1 The digital video management software shall be capable of running on Windows 2000 pro / XP pro platforms and shall require no "proprietary" hardware to operate.
- 3.10.2 The digital video management software shall allow the system administrator to setup user profiles for the entire department to access and utilize the digital video management software if they desire. The administrator shall also have the ability to set user rights and permissions as well.

- 3.10.3 The digital video management software shall allow the user viewing a particular video to take a “snapshot” of a still frame of video and magnify and enhance the image without affecting the integrity of the original video.
- 3.10.4 The digital video management software shall allow the user taking a “snapshot” of a still frame of video the ability to email it, print it or save it to another media conveniently.
- 3.10.5 The digital video management software shall have the ability to retrieve videos from a centralized storage server, external RAID array and / or LTO tape library.
- 3.10.6 The digital video management software shall allow the user to view an “event” log of the video during playback. The viewer shall be able to “skip” to any particular frame in the video by selecting any time frame in this log.
- 3.10.7 The digital video management software shall allow the user to search for video streams on the system by selecting certain search criteria such as, date and time.
- 3.10.8 The digital video management software must have an embedded algorithm that can authenticate a video stream on a pixel-by-pixel basis to alert the client if a video stream has been tampered with or altered.
- 3.10.9 Motion detection and notification shall be included in the software.

### **3.11 Camera Locations:**

- 3.11.1 Headquarters First Floor 101-A: The contractor shall install three (3) inside cameras in places identified on the First Floor Headquarters map (Attachment 1) a minimum of 72 inches from the floor.
  - a. The cameras shall be mounted to a heavy-duty mount designed for mounting these cameras on the wall.
  - b. An Ethernet cable shall connect the camera and be fed back to the building’s telecom room.
  - c. This Ethernet cable shall connect to an existing Cisco switch in the telecom room.
  - d. A power inserter shall be installed and mounted next to the Cisco switch.
  - e. The contractor shall perform POST (power on, self-test) of each camera.
- 3.11.2 Headquarters Second Floor 101-B: The contractor shall install two (2) inside cameras and six (6) day/night cameras with 9-42VAC power in exterior enclosures identified on the Second Floor Headquarters map (Attachment 1).
  - a. The cameras shall be mounted to a heavy-duty mount designed for mounting these cameras on the wall or on the side of the building in the case of the exterior cameras.
  - b. An Ethernet cable shall connect the camera and be fed back to the building’s telecom room.
  - c. The Ethernet cable shall connect to power inserter which shall connect to an existing Cisco switch in the telecom room.
  - d. A 16AWG power cable shall connect to the exterior cameras and be fed back to the building’s telecom room.
  - e. The power cable shall connect to the power supply in the telecom room.
  - f. The contractor shall perform POST (power on, self-test) of each camera.
- 3.11.3 USPFO 102: The contractor shall install eight (8) inside cameras and three (3) day/night cameras with 9-42VAC power in exterior enclosures in places identified on the USPFO map (Attachment).

- a. The cameras shall be mounted to a heavy-duty mount designed for mounting these cameras on the wall or on the side of the building in the case of the exterior cameras.
  - b. An Ethernet cable shall connect the cameras and be fed back to the building's telecom room.
  - c. The Ethernet cable shall connect to power inserter which will connect to an existing Cisco switch in the telecom room.
  - d. A 16AWG power cable shall connect to the exterior cameras and be fed back to the building's telecom room.
  - e. The power cable shall connect to the power supply in the telecom room.
  - f. The contractor shall perform POST (power on, self-test) of each camera.
  - g. The contractor shall mount a new Cisco 3560 inline powered switch in the telecom room.
- 3.11.4 MEF upper level 103-A: The contractor shall install three (3) inside cameras , three (3) day/night cameras with 9-42VAC power in exterior enclosures and one (1) Cisco 3560 Inline Powered switch shall be installed in places identified on the 103 1<sup>st</sup> Floor map.
- a. The cameras shall be mounted to a heavy-duty mount designed for mounting these cameras on the wall or on the side of the building in the case of the exterior cameras.
  - b. An Ethernet cable shall connect the cameras and be fed back to the building's telecom room.
  - c. The Ethernet cable shall connect to power inserter which shall connect to an existing Cisco switch in the telecom room.
  - d. A 16AWG power cable shall connect to the exterior cameras and be fed back to the building's telecom room.
  - e. The power cable shall connect to the power supply in the telecom room.
  - f. The contractor shall mount a new Cisco 3560 inline powered switch in the building's telecom room. Also the contractor shall supply and mount one (1) 24-port patch panel on the wall in the telecom room.
  - g. The contractor shall perform POST (power on, self-test) of each camera.
- 3.11.5 MEF lower level 103-B: The contractor shall install two (2) inside cameras in places identified on the Regional Training Institute map a minimum of 72 inches from the floor.
- a. The cameras shall be mounted to a heavy-duty mount designed for mounting these cameras on the wall.
  - b. An Ethernet cable shall connect the cameras and be fed back to the building's telecom room.
  - c. This Ethernet cable shall connect to an existing Cisco switch in the telecom room.
  - d. A power inserter shall be installed and mounted next to the Cisco switch.
  - e. The contractor shall perform POST (power on, self-test) of each camera.

**PARAGRAPH 3.11.6 HAS BEEN REVISED BY AMENDMENT #001.**

- 3.11.6 Main Gate 300: The contractor shall install one (1) inside camera, and four (4) day/night cameras with 9-42VAC power in an exterior enclosure and one (1) Cisco 3560 Inline Powered in places identified on the Main Gate map. The exterior cameras mounted on the islands shall be capable of license plate recognition.
- a. The cameras shall be mounted to a heavy-duty mount designed for mounting these cameras on the wall or on the side of the building in the case of the exterior cameras.
  - b. An Ethernet cable shall connect the cameras and be fed back to the building's telecom room.
  - c. The Ethernet cable shall connect to power inserter which will connect to the Cisco switch in the telecom room.
  - d. A 16AWG power cable shall connect to the exterior cameras and be fed back to the building's telecom room.
  - e. The power cable shall connect to the power supply in the telecom room.
  - f. The contractor shall remove the existing Cisco 2940 switch and mount a new Cisco 3560 inline powered switch in the building's telecom room. Also the contractor shall supply and mount one (1) 24-port patch panel on the wall in the telecom room.

- g. The contractor shall perform POST (power on, self-test) of each camera.
- 3.11.7 RTS-M 301: The contractor shall install two (2) series inside cameras, two (2) day/night cameras with 9-42VAC power in exterior enclosures and one (1) Cisco 3560 Inline Powered switch in places identified on the Regional Maintenance Training Center map.
- a. The cameras shall be mounted to a heavy-duty mount designed for mounting these cameras on the wall or on the side of the building in the case of the exterior cameras.
  - b. An Ethernet cable shall connect the cameras and be fed back to the building's telecom room.
  - c. The Ethernet cable shall connect to power inserter which will connect to an existing Cisco switch in the telecom room.
  - d. A 16AWG power cable shall connect to the exterior cameras and be fed back to the building's telecom room.
  - e. The power cable shall connect to the power supply in the telecom room.
  - f. The contractor shall mount a new Cisco 3560 inline powered switch in the building's telecom room. Also the contractor shall supply and mount one (1) 24-port patch panel on the wall in the telecom room.
  - g. The contractor shall perform POST (power on, self-test) of each camera.
- 3.11.8 CSMS 302: The contractor shall install one (1) day/night camera with 9-42VAC power in an exterior enclosure and two (2) cameras shall be installed in places identified on the CSMS building map.
- a. The cameras shall be mounted to a heavy-duty mount designed for mounting these cameras on the wall or on the side of the building in the case of the exterior cameras.
  - b. An Ethernet cable shall connect the cameras and be fed back to the building's telecom room.
  - c. The Ethernet cable shall connect to power inserter which shall connect to an existing Cisco switch in the telecom room.
  - d. A 16AWG power cable shall connect to the exterior cameras and be fed back to the building's telecom room.
  - e. The power cable shall connect to the power supply in the telecom room.
  - f. The contractor shall perform POST (power on, self-test) of each camera.
- 3.11.9 Maintenance Bldg 304: The contractor shall install two (2) day/night cameras with 9-42VAC power in exterior enclosures and one (1) Cisco 3560 Inline Powered switch in places identified on the Training Maintenance Bldg map.
- a. The cameras shall be mounted to a heavy-duty mount designed for mounting these cameras on the wall or on the side of the building in the case of the exterior cameras.
  - b. An Ethernet cable shall connect the cameras and be fed back to the building's telecom room.
  - c. The Ethernet cable shall connect to power inserter which shall connect to an existing Cisco switch in the telecom room.
  - d. A 16AWG power cable shall connect to the exterior cameras and be fed back to the building's telecom room.
  - e. The power cable shall connect to the power supply in the telecom room.
  - f. The contractor shall remove the existing Cisco 2940 switch and mount a new Cisco 3560 inline powered switch in the building's telecom room. Also the contractor shall supply and mount one (1) 24-port patch panel on the wall in the telecom room.
  - g. The contractor shall perform POST (power on, self-test) of each camera.
- 3.11.10 USPFO Warehouse 501: The contractor shall install two (2) day/night cameras with 9-42VAC power in exterior enclosures in places identified on the USPFO warehouse map.
- a. The cameras shall be mounted to a heavy-duty mount designed for mounting these cameras on the wall or on the side of the building in the case of the exterior cameras.

- b. An Ethernet cable shall connect the cameras and be fed back to the building's telecom room.
- c. The Ethernet cable shall connect to power inserter which shall connect to an existing Cisco switch in the telecom room.
- d. A 16AWG power cable shall connect to the exterior cameras and be fed back to the building's telecom room.
- e. The power cable shall connect to the power supply in the telecom room.
- f. The contractor shall perform POST (power on, self-test) of each camera.

3.11.11 Additional Equipment and Maintenance: The contractor shall provide one (1) year of software maintenance on the server software and on the individual camera licenses at no additional charge. This shall allow MONG to have software upgrades for a 12-month period at no additional cost. In case of camera malfunction, the contractor shall provide access to one (1) spare external camera or one (1) spare inside camera at no additional cost to the State of Missouri while the malfunctioning camera is being repaired.

### 3.12 Cabling and Electrical:

**PARAGRAPH 3.12.1 HAS BEEN REVISED BY AMENDMENT #001.**

3.12.1 The contractor shall furnish qualified-electricians to install all cabling from the telecom rooms to each of the cameras stated herein. The contractor shall provide the necessary material, equipment and supplies, including lifts to complete the requirements stated herein.

**PARAGRAPH 3.12.1 a. HAS BEEN ADDED BY AMENDMENT #001.**

- a. All cabling shall be plenum rated cable.

**PARAGRAPH 3.12.2 HAS BEEN ADDED BY AMENDMENT #001.**

3.12.2 The mounting of racks in the telecom rooms shall meet accepted standards for horizontal wire management.

### 3.13 Software Installation:

3.13.1 At the request of the state agency, the contractor shall provide a server at a location to be determined by MONG. This server shall be connected to the network and configured. The server shall provide a minimum of 2TB of storage for 30 days of video per MONG's requirements, before the video shall either be written over by newer video or the video shall be dumped to another storage format.

**PARAGRAPH 3.13.2 HAS BEEN REVISED BY AMENDMENT #001.**

3.13.2 Using the installation CDs, the contractor shall install the state agency's software on three (3) Dell PC flat screens with twenty-five (25) inch monitoring stations that shall be provided by the contractor.

3.13.3 With MONG's assistance, the contractor shall customize the software to MONG's specifications. This customization shall include the following:

- a. Setting camera definitions, names and addresses.
- b. Setting permission and authorization levels for guards, investigators and administrators.
- c. Setting triggers, alarms and alert notifications.
- d. Setting encoder specifications.
- e. Setting up storage parameters.
- f. Setting up motion detection sensitivity parameters.
- g. Setting up third party alarm and access-control parameters.

### 3.14 Training/Technical Support:

- 3.14.1 The contractor shall provide training to MONG personnel at no additional charge. Knowledge transfer shall be conducted at MONG's site to the personnel who shall be using the video surveillance system. User Guides, Administrator Guides and Technical Notes shall be provided by the contractor at no additional cost the State of Missouri.
- a. These training sessions shall encompass but are not limited to, the following programs in order to train individual users on an as-needed basis:
- 1) User
  - 2) Investigator
  - 3) Administrator
- 3.14.2 The contractor shall provide on-site training for eighteen (18) security personnel (who work twenty-four hours a day, seven days a week), so the training must accommodate the employees' work schedules (providing a minimum of two (2) different training sessions to accommodate the personnel working the evening/night shift). All training shall be hands-on instruction including training on the use of the software and the software's functions. Approximately one (1) month after training, the contractor shall provide another on-site training session to address any concerns.
- 3.14.3 The contractor shall provide on-line technical support for six (6) months after the initial training at no additional cost to the State of Missouri.

### **3.15 Roles and Responsibilities:**

- 3.15.1 To ensure the successful implementation of this initiative, each of the parties below must bear the responsibility of and deliver the following:
- a. Missouri National Guard:
- 1) Contact names for the network administrators with whom contractor will be working.
  - 2) Provide access to any information necessary for the completion of the project. This includes IP addresses, passwords, etc.
  - 3) Provide suitable rack space and wall space, adequate and resilient electrical power, UPS and environment conditioning for the installation of the equipment at all sites.
  - 4) Provide all category-V or better network patch cables.
  - 5) Prepare an Acceptance Test Plan. Acceptance testing will be performed after the final deliverable but before the complete testing of the system for acceptance by the MONG.
  - 6) Provide accurate Visio or AutoCad diagrams of base entry and confinement area to upload into maps.
  - 7) Keep contractor abreast of any changes (i.e. change location of a camera) to the design of the video surveillance system.
  - 8) Allow the contractor's engineers to work in consecutive days Monday – Friday.
  - 9) MONG shall confirm all sites have all necessary LAN and WAN network equipment installed and configured for data traffic.
    - A functioning DHCP Solution that will support custom DHCP Options.
    - Adequate network bandwidth.
    - Adequate port space in each of the buildings a camera will be installed.
    - An adequate number of additional IP addresses for the new IP cameras.
  - 10) MONG shall provide all information needed in the proper format to populate the Map Window area.
  - 11) MONG shall be responsible for ensuring that contractor has immediate access to the areas requiring cameras, or notifies in advance of any potential "difficult to access" areas.

b. Contractor:

- 1) Provide engineering and consulting services as outlined and defined herein.
- 2) Provide equipment specified herein.
- 3) Provide a Certified IP Video Surveillance Specialist with Cisco LAN experience on projects of this nature.
- 4) Warranties for third party products purchased by the contractor for use in this contract shall be passed through to the state agency.

**4. STATE EMERGENCY MANAGEMENT AGENCY (SEMA) SYSTEM TECHNICAL REQUIREMENTS**

**4.1 Overview:**

- 4.1.1 The contractor's work shall include installation and maintenance of an end-to-end Internet Protocol (IP) addressable video surveillance solution that provides the capability of connection to access State of Missouri monitoring control systems within the Ike Skelton Training Site. Connection to the State of Missouri data network system shall be required. The contractor shall provide coverage shall be interior areas indicated on the plans (Attachment 1).

**PARAGRAPH 4.1.2 HAS BEEN ADDED BY AMENDMENT #001.**

- 4.1.2 The contractor and SEMA shall conduct a construction/implementation meeting on site before any work is performed on each building to fully discuss the requirements of each building.

**PARAGRAPH 4.1.3 HAS BEEN ADDED BY AMENDMENT #001.**

- 4.1.3 The contractor shall install and provide a fully digital system in which a digital camera transmits the digitized video signal to a LAN switch and into a video server. Recording to a tape, etc... shall not be acceptable.

**4.2 Video Surveillance System:**

- 4.2.1 The system shall be used to monitor selected interior/exterior areas at all times and shall visually monitor designated areas as indicated on the attachments.

- 4.2.2 The system shall have the following functional capabilities:

- a. Switch any assigned camera in the system to any monitor in the system.
- b. Provide partitioning of cameras.
- c. Cameras shall equipped with environmental housings.
- d. Adjust and balance cameras via software from network accessed workstations authorized to access the video surveillance system.
- e. At a minimum, the cameras shall have the following adjustments:
  - 1) Iris
  - 2) Shutter
  - 3) Zoom
  - 4) Focus
  - 5) Gain
  - 6) Hue
  - 7) Backlight Compensation
  - 8) Color Saturation
  - 9) Brightness
  - 10) Aperture
  - 11) Contrast

- f. Enter and edit video information online and save for future use.
- g. Ability to view multiple monitors at once.
- h. Define the sequence for viewing camera(s) on each monitor.
- i. Bypass cameras in the system during sequencing to a monitor.
- j. Provide the capability to program alarms and associated incoming alarms with related outputs.
- k. Bypass alarms in the system, either by position or time deactivation.
- l. Provide time/date and alphanumeric camera titling.
- m. Provide real time system status in the master controller.
- n. Provide IP addresses coordinated with the telecommunications department.
- o. Presets can be recalled.
- p. Record alarmed and monitored camera-viewing areas.
- q. Allow cameras to be set for motion detection modes.
- r. Provide the capability to send video streams back to viewing station at a variety of different frame rates.
- s. Provide end-user the ability to view and record video at different frame rates.
- t. Adjust the compression ratio on each video stream for frame rate optimization OR for enhanced video quality at the end-user's discretion.

#### **4.3 Development of Graphical User Interface (GUI) and software control:**

- 4.3.1 Control and configuration must allow for integration of components and operation into one complete system. Cameras and software components within the system must be from the same manufacturer or state agency approved compatible equal.

#### **4.4 General Equipment:**

- 4.4.1 The contractor's equipment temperature limits: -30 to 100 degrees Fahrenheit.
- 4.4.2 The contractor's Cisco equipment provided shall support multicast IP traffic and use IGMP version 2 traffic control protocol. Cisco switches included in this proposal shall support CGMP (Cisco Gateway Multicast Protocol). CGMP is a hybrid version of the IGMP protocol.)
- 4.4.3 The contractor's equipment provided shall be in NEMA 4 certified enclosures.

#### **4.5 Building Surveillance Cameras:**

- 4.5.1 The camera's environmental housing power supply shall consist of the following:
  - a. Provide for powering of camera environmental housings.
  - b. Power supplies mounted in telephone closets.
  - c. Route cable from camera to within 360' of nearest power supply unit.
  - d. Output: 24VAC with sufficient amp capacity for control of cameras and housings associated to each circuit.
- 4.5.2 Multicast video: The cameras shall stream directly to workstations and browsers. No rebroadcaster shall be required.
- 4.5.3 Support for in-line power shall be provided via CAT5 and 12 VDC local.
- 4.5.4 Simultaneous encoding of video shall allow for the following three digital video streams:
  - a. 704 x 480 JPEG (2fps to 10 fps)
  - b. 176 x 112 MPEG-1 (30 fps, 10 kbps) Low-resolution full motion video.
  - c. 352 x 240 MPEG-1 (30 fps, 900 kbps) High-resolution full motion video.

4.5.5 The contractor's building surveillance cameras shall meet the following requirements:

- a. Industry standard compression formats – JPEG and MPEG.
- b. Dual core Power PC Processor at each camera.
- c. Motion detection at the camera.
- d. Integrated 18x motorized zoom
- e. Variable focus (4.1 to 73.8mm)
- f. Auto iris control
- g. Static or dynamic IP addressing
- h. LED indicators for status reporting
- i. 10/100 Ethernet interface – IEEE 802.3, 802.3U, 802.3i
- j. Three expansion slots for option cards
- k. Capable of supporting inbound triggers (door strikes, wireless panic devices) and outbound triggers (guard pushing a button to open a door).
- l. Archive video only when motion is detected.
- m. Archiving of full motion MPEG-1 and/or JPEG images provided.
- n. Viewing of full motion at variable speeds including 30 frames per second on all monitor stations.
- o. Remote viewing of video from unlimited locations.
- p. Capable of scaling to an unlimited number of cameras.
- q. Color and Monochrome viewing with color viewing down 10 1.5 lux and monochrome down to 0.1 lux.
- r. Supported wireless viewing stations.

**PARAGRAPH 4.5.5 s. HAS BEEN ADDED BY AMENDMENT #001.**

- s. Interior cameras shall be in fixed position.

**4.6 Power Over LAN Cisco Ppoe Switch:**

- 4.6.1 The contractor shall provide hub for providing camera power via the network cabling system.
- 4.6.2 The contractor shall provide a minimum of six ports per switch.
- 4.6.3 The contractor shall provide a minimum of one spare port per switch.
- 4.6.4 The contractor shall provide rack mounting, shelf or kit for the power over LAN Cisco Ppoe switch.

**4.7 Camera Control System:**

- 4.7.1 The contractor shall provide all necessary software modules. The state agency has identified the following manufacturers of acceptable software modules (this list is not inclusive; other modules may be reviewed pursuant to the best interests of the State of Missouri and if time is available):
  - a. E-Watch
  - b. View Watch
  - c. Event Watch
  - d. Decision Watch
  - e. Gate Watch
  - f. Reports

**4.8 Video Compression and Recording:**

**PARAGRAPH 4.8.1 HAS BEEN REVISED BY AMENDMENT #001.**

- 4.8.1 The contractor's digital video system shall record to a removable hard drive. The drive shall be housed and secured in place with a locking mechanism (smart card reader or keypad reader).

Systems recording to DVD RAM, “fixed” hard drives or digital tapes shall not be acceptable.

- 4.8.2 The contractor’s system shall be capable of recording an MPEG format and must be capable of being played on any PC running Windows, Media Player or Real Player, with no additional code or plug-ins needed. No conversion from the original recorded format used shall be required OR allowed to transmit or play segments on Media Player. (If video is recorded as an MPEG1 file, the video MUST be exported as an MPEG1 file.)
- 4.8.3 Every video stream shall be recorded at variable speeds including 30 frames per second and each frame shall contain 352H x 240W pixels (for MPEG1). The system shall record in real time.
- 4.8.4 The record times achievable on the removable hard drive for the video compression format shall be a minimum of 60 hours. (Based on a 40GB hard drive).
- 4.8.5 The contractor shall provide a hard drive with dimensions that shall not exceed 7.90 cm x 2.0 cm x 14.4 cm (w/h/d) (including removal handle).
- 4.8.6 The hard drive must be “hot swappable.” “External” or “attached” (drives connected to the system through a firewall or USB port located on the exterior of the recording unit) hard drive systems shall not be acceptable.
- 4.8.7 The digital recorder shall have an OPERATING temperature range of 7°F to 140°F (-10°C - 60°C).

<b>PARAGRAPH 4.8.8 HAS BEEN DELETED BY AMENDMENT #001.</b>
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- 4.8.8 DELETED.
  - 4.8.9 The digital recorder must have the option of uploading recorded videos by all of the three following methods: Removable hard drive, wired Ethernet or wireless transmission (802.11a,b,g). Systems not capable of ALL THREE upload solutions (removable hard drive, wired Ethernet and wireless) shall not be acceptable. Systems that are “pre-production” or “testing” upload solutions shall not be acceptable.
  - 4.8.10 Storage shall be High Resolution JPEG, SIF MPEG, or QSIF MPEG, or any combination
- 4.9 Digital Video Management Software:**
- 4.9.1 The digital video management software shall be capable of running on Windows 2000 pro / XP pro platforms and shall require no “proprietary” hardware to operate.
  - 4.9.2 The digital video management software shall allow the system administrator to setup user profiles for the entire department to access and utilize the digital video management software if they desire. The administrator shall also have the ability to set user rights and permissions as well.
  - 4.9.3 The digital video management software shall allow the user viewing a particular video to take a “snapshot” of a still frame of video and magnify and enhance the image without affecting the integrity of the original video.
  - 4.9.4 The digital video management software shall allow the user taking a “snapshot” of a still frame of video the ability to email it, print it or save it to another media conveniently.
  - 4.9.5 The digital video management software shall have the ability to retrieve videos from a centralized storage server, external RAID array and / or LTO tape library.

- 4.9.6 The digital video management software shall allow the user to view an “event” log of the video during playback. The viewer shall be able to “skip” to any particular frame in the video by selecting any time frame in this log.
- 4.9.7 The digital video management software shall allow the user to search for video streams on the system by selecting certain search criteria such as, date and time.
- 4.9.8 The digital video management software must have an embedded algorithm that can authenticate a video stream on a pixel-by-pixel basis to alert the client if a video stream has been tampered with or altered.
- 4.9.9 Motion detection and notification shall be included in the software.

#### **4.10 Camera Locations:**

- 4.10.1 SEMA 101C: The contractor shall install eleven (11) inside cameras in places identified on the 101C Basement map (Attachment 1) a minimum of 72 inches from the floor. One camera shall have a “trigger card” attached to it to control a door contact in the telecom room. One camera for the secure operation room shall not be connected to the network but shall be a direct link between camera and monitor.
- a. The cameras shall be mounted to a heavy-duty mount designed for mounting the camera on the wall.
  - b. An Ethernet cable shall connect the cameras and be fed back to the building’s telecom room.
  - c. This Ethernet cable shall connect to an existing Cisco switch in the telecom room.
  - d. The contractor shall install a power inserter and must mount next to the Cisco switch.
  - e. The contractor shall perform POST (power on, self-test) of each camera.
- 4.10.2 Additional Equipment and Maintenance: The contractor shall provide one (1) year of software maintenance on the server software and on the individual camera licenses at no additional charge. This shall allow SEMA to have software upgrades for a 12-month period at no additional cost. In case of camera malfunction, the contractor shall provide one (1) spare inside camera at no additional cost to the State of Missouri while the malfunctioning camera is being repaired.

#### **4.11 Cabling and Electrical:**

**PARAGRAPH 4.11.1 HAS BEEN REVISED BY AMENDMENT #001.**

- 4.11.1 The contractor shall furnish qualified-electricians to install all cabling from the telecom rooms to each of the cameras stated herein. The contractor shall provide the necessary material, equipment and supplies, including lifts to complete the requirements stated herein.

**PARAGRAPH 4.11.1 a. HAS BEEN ADDED BY AMENDMENT #001.**

- a. All cabling shall be plenum rated cable.

**PARAGRAPH 4.11.2 HAS BEEN ADDED BY AMENDMENT #001.**

- 4.11.2 The mounting of racks in the telecom rooms shall meet accepted standards for horizontal wire management.

#### **4.12 Software Installation:**

**PARAGRAPH 4.12.1 HAS BEEN REVISED BY AMENDMENT #001.**

- 4.12.1 At the request of the state agency, the contractor shall provide a server at a location to be determined by SEMA. This server shall be connected to the network and configured. The server shall provide a minimum of 400GB of storage for 30 days of video per SEMA’s requirements,

before the video shall either be written over by newer video or the video shall be dumped to another storage format.

**PARAGRAPH 4.12.2 HAS BEEN REVISED BY AMENDMENT #001.**

4.12.2 Using the installation CDs, the contractor shall install software on six (6) Dell PC flat screens with 19" monitoring stations that shall be provided by the contractor.

4.12.3 With SEMA's assistance, the contractor shall customize the software to SEMA's specifications. This customization shall include the following:

- a. Setting camera definitions, names and addresses.
- b. Setting permission and authorization levels for guards, investigators and administrators.
- c. Setting triggers, alarms and alert notifications.
- d. Setting encoder specifications.
- e. Setting up storage parameters.
- f. Setting up motion detection sensitivity parameters.
- g. Setting up third party alarm and access-control parameters.

**4.13 Training/Technical Support:**

4.13.1 The contractor shall provide training to SEMA personnel. Knowledge transfer shall be conducted at SEMA's site to the personnel who shall be using the video surveillance system. User Guides, Administrator Guides and Technical Notes shall be provided by the contractor at no additional cost to the State of Missouri.

- a. These training sessions will encompass but are not limited to, the following programs in order to train individual users on an as-needed basis:

- 1) User
- 2) Investigator
- 3) Administrator

4.13.2 The contractor shall provide on-site training for eighteen (18) security personnel (who work twenty-four hours a day, seven days a week), so the training must accommodate the employees' work schedules (providing a minimum of two (2) different training sessions to accommodate the personnel working the evening/night shift). All training shall be hands-on instruction including training on the use of the software and the software's functions. Approximately one (1) month after training, the contractor shall provide another on-site training session to address any concerns.

4.13.3 The contractor shall provide on-line technical support for six (6) months after the initial training at no additional cost to the State of Missouri.

**4.14 Roles and Responsibilities:**

4.14.1 To ensure the successful implementation of this initiative, each of the parties below must bear the responsibility of and deliver the following:

- a. State Emergency Management Agency:
  - 1) Contact names for the network administrators with whom contractor will be working.
  - 2) Provide access to any information necessary for the completion of the project. This includes IP addresses, passwords, etc.
  - 3) Provide suitable rack space and wall space, adequate and resilient electrical power, UPS and environment conditioning for the installation of the equipment at all sites.
  - 4) Provide all category-V or better network patch cables.

- 5) Acceptance Test Plan. Acceptance testing will be performed after the final deliverable but before complete testing of the system for acceptance by SEMA.
- 6) Provide accurate Visio or AutoCad diagrams of base entry and confinement area to upload into maps.
- 7) Keep contractor abreast of any changes (i.e. change location of a camera) to the design of the video surveillance system.
- 8) Allow the contractor's engineers to work in consecutive days Monday – Friday.
- 9) SEMA shall confirm all sites have all necessary LAN and WAN network equipment installed and configured for data traffic.
  - A functioning DHCP Solution that will support custom DHCP Options.
  - Adequate network bandwidth.
  - Adequate port space in each of the buildings a camera will be installed.
  - An adequate number of additional IP addresses for the new IP cameras.
- 10) SEMA shall provide all information needed in the proper format to populate the Map Window area.
- 11) SEMA shall be responsible for ensuring that contractor has immediate access to the areas requiring cameras, or notifies in advance of any potential “difficult to access” areas.

b. Contractor:

- 1) Provide engineering and consulting services as outlined and defined herein.
- 2) Provide equipment specified herein.
- 3) Provide a Certified IP Video Surveillance Specialist with Cisco LAN experience on projects of this nature.
- 4) Warranties for third party products purchased by the contractor for use in this contract will be passed through to the state agency.

## **5. PROPOSAL SUBMISSION INFORMATION**

### **5.1 Compliance with Terms and Conditions:**

- 5.1.1 The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP, that the RFP shall govern. Taking exception to the State's terms and conditions may render a offeror's proposal non-responsive and remove it from consideration for award.

### **5.2 American Made:**

- 5.2.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the offeror is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- a. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.
  - b. If the offeror claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

- c. In accordance with the Buy American Act, the offeror must provide proof of compliance with RSMo 34.353. Therefore the offeror should complete and return Exhibit A, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.
- d. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror **MUST** disclose such fact and provide details with the proposal.

### **5.3 Proposal Detail Requirements and Deviations:**

- 5.3.1 It is the offeror's responsibility to submit a proposal that meets all mandatory specifications stated herein. The offeror should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

**Offerors should note:** A descriptive brochure of the model proposal may not be acceptable as clear identification of deviations from the written specification.

### **5.4 Submission of Proposals:**

- 5.4.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 5.4.2 When submitting a proposal, the offeror should include four (4) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".
- 5.4.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
  - a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
  - b. The proposal should be page numbered.
  - c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- 5.4.4 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
  - a. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
  - b. Offerors are advised that any questions received less than five calendar days prior to the RFP opening date may not be answered.

## **5.5 Competitive Negotiation of Proposals:**

5.5.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

## **5.6 Evaluation and Award Process:**

5.6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Cost.....80 points
- b. Experience, Reliability, & Expertise of Personnel..... 20 points

5.6.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

## **5.7 Cost Evaluation:**

5.7.1 The evaluation shall cover the original contract period. The cost evaluation shall include all mandatory requirements including equipment (hardware/software), installation, and training. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

5.7.2 Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 80 = \text{Cost score points}$$

## **5.8 Evaluation of Offeror's Experience, Reliability, & Expertise of Personnel:**

5.8.1 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents

successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

5.8.2 The offeror should provide, on Exhibit B or in any other format, the following information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

5.8.3 The offer should provide the following information:

- a. The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- b. The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- c. The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

5.8.4 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- a. The offeror may utilize Exhibit C for summarizing the personnel information.
  - 1) Information submitted should clearly identify previous experience in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, and results of the services/equipment performed.
- b. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

5.8.5 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

## 5.9 Submission of Technical Specifications:

- 5.9.1 The offeror should submit complete technical specifications of equipment/supplies with their proposal. Failure to provide adequate information within five (5) days after notification by the Buyer of Record may result in rejection of the proposal.

**5.10 Description of Product:**

- 5.10.1 The offeror should present a detailed description of all products and services proposed in the response to this Request for Proposal. It is the offeror's responsibility to make sure all products proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

**5.11 Preprinted Marketing Materials:**

- 5.11.1 The offeror may submit preprinted marketing materials with the proposal. However, the offeror is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the offeror. The offeror is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

**PARAGRAPH 5.11.2 HAS BEEN DELETED BY AMENDMENT #001.**

5.11.2 DELETED.

**PARAGRAPH 5.11.3 HAS BEEN DELETED BY AMENDMENT #001.**

5.11.3 DELETED.

**PARAGRAPH 5.11.4 HAS BEEN DELETED BY AMENDMENT #001.**

5.11.4 DELETED.

**SECTION 5.12 AND PARAGRAPHS 5.12.1, 5.12.2, AND 5.12.3 HAVE BEEN ADDED BY AMENDMENT #001.**

**5.12 Missouri Presence:**

- 5.12.1 The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- 5.12.2 The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- 5.12.3 The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

**SECTION 5.13 AND PARAGRAPHS 5.13.1 AND 5.13.2 HAVE BEEN ADDED BY AMENDMENT #001.**

**5.13 Open Competition:**

- 5.13.1 Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
- 5.13.2 The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceeds the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

**6. PRICING PAGE**  
**Date of Award through One Year**  
**FIRM FIXED PURCHASE PRICING**  
**FOR**  
**REQUIRED EQUIPMENT FOR MISSOURI NATIONAL GUARD VIDEO SURVEILLANCE SECURITY SYSTEM**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	PURCHASE PRICE
			TOTAL
	Hardware (list items to include cameras, camera housings, etc...)		
	Software (list items)		
GRAND TOTALS: ITEM 001			\$

**LINE ITEM 001 C/S CODE 72554 SECURITY SYSTEMS AND EQUIPMENT, COMMUNICATIONS**

Pursuant to the terms, conditions and specifications set forth in this Request for Proposal, I hereby quote the price(s) for items and services indicated above at a firm, fixed purchase price for the contract period and hereby grant the State of Missouri the right to add or delete the quoted items and services at the same price(s) indicated above at any time during the contract period. Unless quoted above, the contractor agrees that the State of Missouri shall not pay for any maintenance or installation costs. Such cost shall be considered to be included in the firm, fixed purchase price.

## OTHER COSTS FOR MISSOURI NATIONAL GUARD SECURITY SYSTEM

The offeror must state below under Required Other Costs any costs, in addition to those quoted on the Pricing Pages contained herein, for any additional materials, services, supplies, and/or other one time costs that are necessary to satisfy the requirements of the Request for Proposal and shall, therefore, be furnished by the offeror if awarded a contract, at no more than the cost indicated. The offeror may list any related optional other costs where indicated below.

[illegible]

**7. PRICING PAGE**  
**Date of Award through One Year**  
**FIRM FIXED PURCHASE PRICING**  
**FOR**

## **REQUIRED EQUIPMENT FOR STATE EMERGENCY MANAGEMENT AGENCY VIDEO SURVEILLANCE SECURITY SYSTEM**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	PURCHASE PRICE
			TOTAL
	Hardware (list items to include cameras, camera housings, etc...)		
GRAND TOTALS:		ITEM 002	\$

**LINE ITEM 002 C/S CODE 72554 SECURITY SYSTEMS AND EQUIPMENT, COMMUNICATIONS**

Pursuant to the terms, conditions and specifications set forth in this Request for Proposal, I hereby quote the price(s) for items and services indicated above at a firm, fixed purchase price for the contract period and hereby grant the State of Missouri the right to add or delete the quoted items and services at the same price(s) indicated above at any time during the contract period. Unless quoted above, the contractor agrees that the State of Missouri shall not pay for any maintenance or installation costs. Such cost shall be considered to be included in the firm, fixed purchase price.

## **OTHER COSTS FOR STATE EMERGENCY MANAGEMENT AGENCY SECURITY SYSTEM**

The offeror must state below under Required Other Costs any costs, in addition to those quoted on the Pricing Pages contained herein, for any additional materials, services, supplies, and/or other one time costs that are necessary to satisfy the requirements of the Request for Proposal and shall, therefore, be furnished by the offeror if awarded a contract, at no more than the cost indicated. The offeror may list any related optional other costs where indicated below.

[illegible]

## 7.1 Delivery:

7.1.1 The desired delivery is 30 calendar days after the receipt of a properly executed order. If offeror's delivery is different, the offeror should state delivery in days after receipt of order: calendar days ARO.

## 7.2 Warranty:

7.2.1 The offeror should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

Warranty on Parts: \_\_\_\_\_

Warranty on Labor: \_\_\_\_\_

### 7.3 Employee Bidding/Conflict of Interest:

- 7.3.1 Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General  
Assembly member or statewide elected official:

\_\_\_\_\_

Name of state agency where employed:

\_\_\_\_\_

Percentage of ownership interest in offeror's  
organization held by state employee, General  
Assembly member or statewide elected official: \_\_\_\_\_%

### 7.4 MBE/WBE Certification:

- 7.4.1 Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and download an application at <http://www.oa.mo.gov/oao/Application-profit.pdf> or contact the MBE/WBE Certification Program at 877-259-2963 or email [nancy.heyer@oa.mo.gov](mailto:nancy.heyer@oa.mo.gov).

\_\_\_\_\_ MBE      \_\_\_\_\_ WBE      \_\_\_\_\_ Both

**EXHIBIT A****STATE OF MISSOURI -- OFFICE OF ADMINISTRATION  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all proposals with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the offeror must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products proposal qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting proposal electronically, typed signature required).

COMPANY NAME

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting proposal electronically, typed signature required).

COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products proposal qualify for domestic status because of a trade treaty, etc., then the offeror must identify each product, country and qualifying treaty, etc. below. The offeror must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

PROPOSAL ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting proposal electronically, typed signature required)

COMPANY NAME

**NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items proposal may not receive the domestic preference.**

Revised 5/17/02

**EXHIBIT B****PRIOR EXPERIENCE OF OFFEROR**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror/Subcontractor Name:</b>	
<b>Reference Information (Prior Video Surveillance Security System Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Date of System Installation:	
Dollar Value of Prior System:	
Description of Prior Video Surveillance Security System	

**EXHIBIT C**  
**PERSONNEL EXPERTISE SUMMARY**

<b>Personnel</b>	<b>Background and Expertise of Personnel</b>
1.	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Name) <div style="border-bottom: 1px solid black; margin-top: 10px; margin-bottom: 5px;"></div> (Title) <div style="border-bottom: 1px solid black; margin-top: 10px;"></div>
2.	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Name) <div style="border-bottom: 1px solid black; margin-top: 10px; margin-bottom: 5px;"></div> (Title) <div style="border-bottom: 1px solid black; margin-top: 10px;"></div>
3.	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Name) <div style="border-bottom: 1px solid black; margin-top: 10px; margin-bottom: 5px;"></div> (Title) <div style="border-bottom: 1px solid black; margin-top: 10px;"></div>
4.	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Name) <div style="border-bottom: 1px solid black; margin-top: 10px; margin-bottom: 5px;"></div> (Title) <div style="border-bottom: 1px solid black; margin-top: 10px;"></div>
5.	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Name) <div style="border-bottom: 1px solid black; margin-top: 10px; margin-bottom: 5px;"></div> (Title) <div style="border-bottom: 1px solid black; margin-top: 10px;"></div>
6.	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Name) <div style="border-bottom: 1px solid black; margin-top: 10px; margin-bottom: 5px;"></div> (Title) <div style="border-bottom: 1px solid black; margin-top: 10px;"></div>
7.	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Name) <div style="border-bottom: 1px solid black; margin-top: 10px; margin-bottom: 5px;"></div> (Title) <div style="border-bottom: 1px solid black; margin-top: 10px;"></div>

**STATE OF MISSOURI**  
**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**  
**TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

## 1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

## 2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

## 3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

## 4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

## 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

## 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

## **9. CONTRACT/PURCHASE ORDER**

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

## **10. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

## **11. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## **12. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## **13. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

#### **14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

#### **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

#### **17. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

#### **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

#### **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

**21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

**22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

**23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/28/04

**END OF DOCUMENT**